

IC 15-4-14

Chapter 14. Seed Contracts

IC 15-4-14-1

Application; applicable law

Sec. 1. (a) Except as provided in section 2 of this chapter, this chapter applies to a seed contract for seed that is planted in Indiana.

(b) Other applicable Indiana law not in conflict with this chapter applies to a seed contract.

As added by P.L.102-2003, SEC.3.

IC 15-4-14-2

Application to certain contracts

Sec. 2. This chapter does not apply to either of the following:

(1) A seed contract entered into before January 1, 2004.

(2) A production contract.

As added by P.L.102-2003, SEC.3.

IC 15-4-14-3

Application of certain definitions

Sec. 3. The definitions set forth in IC 15-4-13 apply throughout this chapter.

As added by P.L.102-2003, SEC.3.

IC 15-4-14-4

Incorporation of law into seed contracts

Sec. 4. (a) The provisions of this chapter are considered to be a part of every seed contract.

(b) A seed contract is not required to contain or restate any provision of this chapter.

(c) A bag or other container used by the seed supplier to deliver the seed to the farmer is not required to bear a label or any other writing containing or restating any provision of this chapter. A provision found on a label or any other writing on a seed bag or container inconsistent with this chapter is not enforceable against a farmer.

(d) The failure of a seed supplier to state any provision of this chapter in a seed contract, on a label, or in any other writing on a seed bag or container is not considered a violation of this chapter.

As added by P.L.102-2003, SEC.3.

IC 15-4-14-5

Conflict with statute; void contracts

Sec. 5. A provision of a seed contract in conflict with this chapter is void.

As added by P.L.102-2003, SEC.3.

IC 15-4-14-6

Waiver of statute void

Sec. 6. A provision of a seed contract that purports to waive a

provision of this chapter is void.
As added by P.L.102-2003, SEC.3.

IC 15-4-14-7

Indiana laws govern

Sec. 7. A seed contract is governed by the laws of Indiana.
As added by P.L.102-2003, SEC.3.

IC 15-4-14-8

Choice of other law

Sec. 8. If a seed contract purports to choose the laws of a jurisdiction other than Indiana to govern the contract, the choice is not enforceable.
As added by P.L.102-2003, SEC.3.

IC 15-4-14-9

Choice of forums conditions; unenforceable choice

Sec. 9. (a) This section applies only if a seed contract purports to choose a forum that would not otherwise have jurisdiction over the farmer.

(b) The forum selection provision must be printed conspicuously in immediate proximity to the space reserved for the signature of the farmer. For purposes of this subsection, a forum selection provision is printed conspicuously if any of the following apply:

- (1) The provision is printed all in capitals, when other text is printed in capitals and lower case.
- (2) The provision is printed in a larger, boldface, or other typeface different from other text.
- (3) The provision is printed in a color that contrasts with other text.
- (4) The provision is underlined.
- (5) The provision is printed in any other way that highlights the provision in relation to the other text of the contract.

(c) A forum selection provision that violates this section is not enforceable.
As added by P.L.102-2003, SEC.3.

IC 15-4-14-10

Confidential communications

Sec. 10. Communications:

- (1) between a farmer and:
 - (A) a member of the farmer's immediate family;
 - (B) an attorney;
 - (C) an accountant;
 - (D) a professional advisor; or
 - (E) a partner, an associate, or another individual engaged with the farmer in the farming enterprise for which the seed was purchased;
- (2) regarding the terms of a seed contract; and
- (3) made for the purpose of giving advice to the farmer;

are not a breach of a confidentiality provision in a seed contract.
As added by P.L.102-2003, SEC.3.

IC 15-4-14-11

Possession of proprietary material; effect of de minimus possession

Sec. 11. If:

- (1) a product in which the seed supplier has rights is possessed by the farmer or found on real property owned or occupied by the farmer; and
- (2) the presence of the product is de minimus or not intended by the farmer;

the farmer is not liable for breach of the seed contract.

As added by P.L.102-2003, SEC.3.